

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

FIFTH THIRD BANK,

Plaintiff,

Case Number \_\_\_\_\_

v.

Honorable \_\_\_\_\_

CARL BLAUWKAMP and  
GEORGE HOLMES,

Defendants.

\_\_\_\_\_ /

COMPLAINT

Plaintiff Fifth Third Bank (“Bank”), for its Complaint (“Complaint”) against defendants Carl Blauwkamp and George Holmes (collectively, “Defendants”), states:

General Allegations

1. The Bank is an Ohio banking corporation, and its principal place of business is in Cincinnati, Ohio.
2. Mr. Blauwkamp resides in Holland, Michigan and also does business in Michigan.
3. Mr. Holmes resides in Saugatuck, Michigan and also does business in Michigan.
4. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332, because the amount in controversy exceeds \$75,000, not including interest and costs, and there is complete diversity of citizenship between the Bank, on the one hand, and each of the Defendants, on the other hand.
5. Venue is properly situated in this Court.

6. Lamar Construction Company (“Debtor”) is indebted to the Bank under several obligations, including a Revolving Note dated as of October 10, 2013, certain advances of credit arising from processing Automated Clearing House transactions at the Debtor’s request, two letters of credit and an associated Letter of Credit Reimbursement Agreement dated as of March 28, 2008, certain purchasing/credit multi-cards issued for the Debtor’s use and certain related Multi-card agreements, and a Master Equipment Lease Agreement dated as of March 24, 2008 (collectively, as amended from time to time, “Obligations”).

7. Payment of the Debtor’s indebtedness to the Bank, including without limitation the Obligations, was guaranteed by Mr. Blauwkamp in an Amended And Restated Continuing Guaranty (as amended and reaffirmed from time to time, “Blauwkamp Guaranty”) and by Mr. Holmes in an Amended And Restated Continuing Guaranty (as amended and reaffirmed from time to time, “Holmes Guaranty”). A copy of the Blauwkamp Guaranty is attached to this Complaint as Exhibit A, and a copy of the Holmes Guaranty is attached to this Complaint as Exhibit B.

8. On July 11, 2014, Debtor filed a petition in the United States Bankruptcy Court, Western District of Michigan, Case Number 14-04719-jwb.

9. Debtor is in default of its obligations to the Bank.

10. Defendants have failed to pay, and continue to refuse to pay, the Bank, as required by their respective guaranty agreements.

Count I – Breach of Blauwkamp Guaranty

1-10. For paragraphs 1 through 10 of Count I, the Bank realleges paragraphs 1 through 10 of the General Allegations.

11. Mr. Blauwkamp guaranteed payment of the Debtor's obligations to the Bank as set forth in the Blauwkamp Guaranty.

12. The Debtor has failed to pay its debts and is in default of its obligations to the Bank.

13. Mr. Blauwkamp has failed to pay to the Bank the amounts required by the Blauwkamp Guaranty.

14. As a result of this breach of guaranty by Mr. Blauwkamp, the Bank has suffered damages in excess of \$75,000, plus interest and collection costs, including reasonable attorney fees.

Count II – Breach of Holmes Guaranty

1-14. For paragraphs 1 through 14 of Count II, the Bank realleges paragraphs 1 through 14 of Count I.

15. Mr. Holmes guaranteed payment of the Debtor's obligations to the Bank as set forth in the Holmes Guaranty.

16. The Debtor has failed to pay its debts and is in default of its obligations to the Bank.

17. Mr. Holmes has failed to pay to the Bank the amounts required by the Holmes Guaranty.

18. As a result of this breach of guaranty by Mr. Holmes, the Bank has suffered damages in excess of \$75,000, plus interest and collection costs, including reasonable attorney fees.

THEREFORE, the Bank requests that this Court:

- A. Enter judgment against Defendants in the Bank's favor for its damages, which exceed \$75,000, plus interest, collection costs, including reasonable attorney fees and expenses, and court costs; and
- B. Grant the Bank all other appropriate relief.

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Dated: July 14, 2014

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